

Exhibit B

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

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	:	
<i>In re</i>	:	
	:	PROMESA
THE FINANCIAL OVERSIGHT AND	:	Title III
MANAGEMENT BOARD FOR PUERTO RICO,	:	
	:	
as representative of	:	Case No. 17-BK-3283 (LTS)
	:	
THE COMMONWEALTH OF PUERTO RICO,	:	(Jointly Administered)
<i>et al.</i> , ¹	:	
	:	
Debtors.	:	

-----	X	
	:	
<i>In re</i>	:	
	:	PROMESA
THE FINANCIAL OVERSIGHT AND	:	Title III
MANAGEMENT BOARD FOR PUERTO RICO,	:	
	:	
as representative of	:	Case No. 17-BK-04780 (LTS)
	:	
PUERTO RICO ELECTRIC POWER AUTHORITY	:	
(PREPA),	:	
	:	
Debtor.	:	

**FIRST SET OF INTERROGATORIES OF CORTLAND CAPITAL
MARKET SERVICES LLC, AS ADMINISTRATIVE AGENT, AND SOLUS
ALTERNATIVE ASSET MANAGEMENT LP TO FINANCIAL OVERSIGHT
AND MANAGEMENT BOARD FOR PUERTO RICO, THE PUERTO
RICO ELECTRIC POWER AUTHORITY, AND THE PUERTO RICO
FISCAL AGENCY AND FINANCIAL AUTHORITY**

¹ The Debtors in these Title III cases, along with each Debtor's respective Title III case number listed as a bankruptcy case number and the last four digits of each Debtor's federal tax identification number, as applicable, are the (i) Commonwealth of Puerto Rico (Bankruptcy Case No. 17 BK 3283-LTS) (Last Four Digits of Federal Tax ID: 3481); (ii) Puerto Rico Sales Tax Financing Corporation ("COFINA") (Bankruptcy Case No. 17 BK 3284-LTS) (Last Four Digits of Federal Tax ID: 8474); (iii) Puerto Rico Highways and Transportation Authority ("HTA") (Bankruptcy Case No. 17 BK 3567-LTS) (Last Four Digits of Federal Tax ID: 3808); (iv) Employees Retirement System of the Government of the Commonwealth of Puerto Rico ("ERS") (Bankruptcy Case No. 17 BK 3566-LTS) (Last Four Digits of Federal Tax ID: 9686); and (v) Puerto Rico Electric Power Authority (Bankruptcy Case No. 17 BK 4780-LTS) (Last Four Digits of Federal Tax ID: 3747).

Cortland Capital Market Services LLC (“Cortland”), as administrative agent² for lenders under that certain Credit Agreement, dated as of May 4, 2012, among PREPA, Scotiabank, and the lenders party thereto, and SOLA LTD, Solus Opportunities Fund 5 LP, Ultra Master LTD and Ultra NB LLC (collectively, “Solus”), as lenders to PREPA under a certain Trade Finance Facility Agreement, dated as of July 20, 2012, among PREPA and Citibank, N.A., by and through their undersigned counsel, hereby request, pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, made applicable to this proceeding by Rule 9014 of the Federal Rules of Bankruptcy Procedure and section 310 of the Puerto Rico Oversight, Management and Economic Stability Act, that the Financial Oversight and Management Board for Puerto Rico, in its capacity as representative of the Puerto Rico Electric Power Authority and the Puerto Rico Fiscal Agency and Financial Authority, respond in writing and under oath to the following interrogatories set forth below (the “Interrogatories”) by no later than May 29, 2019. These Interrogatories are made without prejudice to, or waiver of, any right to further discovery.

These Interrogatories relate to the *Joint Motion of Puerto Rico Electric Power Authority and AAFAF Pursuant to Bankruptcy Code Sections 362, 502, 922, and 928, and Bankruptcy Rules 3012(a)(1) and O9019 for Order Approving Settlements Embodied in the Restructuring Support Agreement and Tolling Certain Limitations Periods* [Dkt. No. 5982] (the “Settlement Motion”).³

² Effective May 17, 2019, Cortland replaced Scotiabank de Puerto Rico (“Scotiabank”) as administrative agent for lenders under the Scotiabank Credit Agreement.

³ Capitalized terms not defined have the same meanings as in the Settlement Motion. Unless otherwise indicated, all “Dkt. No.” references are to case number 17-BK-04780 (the PREPA docket).

DEFINITIONS

1. “AAFAF” means the Puerto Rico Fiscal Agency and Financial Authority and any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including O’Melveny & Myers LLP and Rothschild & Co US Inc.), and all other persons acting or purporting to act on any of their behalf.

2. “All” or “all” shall be construed as “any or all” or “each and all,” as the context requires, so that each Interrogatory shall be construed broadly, rather than narrowly, to bring within the scope of each request all responses that might otherwise be construed to be outside its scope.

3. “And,” “and,” and “or” shall be construed either disjunctively or conjunctively, as the context requires, so that each Interrogatory shall be construed broadly, rather than narrowly, to bring within the scope of each Interrogatory all responses that might otherwise be construed to be outside its scope.

4. “Annual Budget” has the meaning given in the Trust Agreement.

5. “Bonds” has the meaning given in the RSA (as defined in the Settlement Motion).

6. “Borrowing Request” has the meaning given in the Scotiabank Credit Agreement.

7. “Citi” means Citigroup Global Markets Inc. and Citibank, N.A., and any of either of their successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals, and all other persons acting or purporting to act on any of their behalf.

8. “Citi Representative” means all former or present agents, representatives, employees, independent contractors or professionals of Citi, and all other Persons acting or purporting to act on any of their behalf.

9. “Citibank Credit Agreement” means that certain Trade Finance Facility Agreement, dated as of July 20, 2012, among PREPA and Citibank, N.A., as amended and supplemented.

10. “Consulting Engineer” has the meaning given in the Trust Agreement.

11. “Debtors” means (i) the Commonwealth of Puerto Rico, (ii) COFINA, (iii) HTA, (iv) ERS and (v) PREPA, and any of each of their successors, predecessors, former or present agents, representatives or professionals, and all other Persons acting or purporting to act on any of their behalf.

12. “Documents” is defined to be synonymous in meaning and equal in scope to the usage of this term ascribed to it in Rule 34 of the Federal Rules of Civil Procedure and the Local Civil Rules. The term “document” or “documents” includes all written, printed, typewritten, electronically stored, recorded or graphic matter, photographic matter or sound reproduction, including correspondence, reports, tests, analyses, memoranda, contracts, agreements, notes, notebooks, workpapers, charts, graphs, projections, financial models, diaries, calendars, appointment books, schedules, travel and expense reports, studies, checks, invoices, statements, receipts, bulletins, computer print-outs, e-mails, interoffice and intra-office communications, applications, tax records, notations of conversations or meetings, transcripts of any kind (including transcripts of conference calls or television appearances), pictures, video and voice recordings, and every other data compilation on which or through which information of any type can be obtained, translated if necessary into reasonably usable form, which are in the possession, custody or control of you or your counsel. “Documents” shall include originals, all drafts and copies that differ in any respect from the original, and any material recorded on verbal, graphic,

computer, telecommunicative or magnetic form, or any other form capable of being read, heard, perceived or otherwise understood.

13. “Including” or “including” means including but not limited to.

14. “Oversight Board” means the Financial Oversight and Management Board for Puerto Rico and any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Citigroup Global Markets Inc., Ernst & Young, LLP and Proskauer Rose LLP), and all other persons acting or purporting to act on any of their behalf.

15. “Person” or “persons” means all entities, including individuals, natural persons, associations, companies, partnerships, joint ventures, corporations, trusts, estates, agencies, or governmental entities. Where a person other than an individual is involved (*e.g.*, a corporation, partnership, governmental entity, or agency), “person” or “persons” includes all individuals acting or purporting to act on behalf of the person.

16. “PREPA” means the Puerto Rico Electric Power Authority and any of its successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives or professionals (including Ankura Consulting Group, LLC, Greenberg Traurig, LP, Norton Rose Fulbright US LLP, and O’Melvany & Myers, LP), and all other Persons acting or purporting to act on any of their behalf.

17. “PREPA Representative” means all former or present agents, representatives, employees, independent contractors or professionals of PREPA, and all other Persons acting or purporting to act on any of their behalf.

18. “Request for Advance” has the meaning given in the Citibank Credit Agreement.

19. “Scotiabank Credit Agreement” means that certain Credit Agreement, dated as of May 4, 2012, among PREPA, Scotiabank and the lenders party thereto, as amended and supplemented.

20. “Trust Agreement” means that certain trust agreement, dated as of January 1, 1974, among Puerto Rico Water Resources Authority and First National City Bank, as Trustee, as amended and supplemented. All section references to the Trust Agreement are to the version of the Trust Agreement as amended and supplemented through August 1, 2011.

21. “You” or “your” or any form of these words means AAFAF, the Oversight Board, and PREPA, and any of each of their successors, predecessors, subsidiaries, parents, affiliates, joint ventures, former or present directors, officers, employees, agents, representatives or professionals, and all other persons acting or purporting to act on any of their behalf (including Ankura Consulting Group, LLC, Citigroup Global Markets Inc., Ernst & Young, LLP, Greenberg Traurig, LP, Norton Rose Fulbright US LLP, O’Melveny & Meyers, LP, Proskauer Rose LLP, and Rothschild & Co US Inc.).

22. The name of any person or professional firm refers also to that person or professional firm’s successors, predecessors, subsidiaries, parents, affiliates, former or present agents, representatives, employees or professionals, and all other persons or entities acting or purporting to act on any of their behalf.

INSTRUCTIONS

1. Each Interrogatory shall be answered separately and fully in writing under oath. In answering these Interrogatories, set forth each Interrogatory in full before stating your response thereto.

2. Each Interrogatory and subparagraph or subdivision thereof shall be construed independently, and no other Interrogatory or subparagraph or subdivision thereof shall be

referred to or relied on for the purpose of limiting its scope except insofar as the Interrogatory or subparagraph or subdivision construed expressly refers to another Interrogatory or subparagraph or subdivision thereof.

3. These Interrogatories seek all information available to you or subject to your reasonable inquiry, including information in the possession, custody, or control of you and your parents, subsidiaries and affiliates, and the officers, partners, members, directors, trustees, professionals, advisors, employees, representatives, agents, or advisors of the foregoing.

4. In construing any of these Interrogatories, the singular includes the plural and vice versa; the masculine includes the feminine and neuter genders; and the past tense includes the present tense where the clear meaning is not destroyed by the change in tense.

5. To the extent that you consider any of these Interrogatories to be objectionable, answer the portion of the Interrogatory to which you have no objection. Separately identify the portion of the Interrogatory thereof to which you lodge an objection and state the specific grounds on which you object.

6. If the answer to all or any part of any Interrogatory is not presently known or available, include a statement to that effect, furnish the information known or available, and respond to the entire Interrogatory by supplemental answer in writing and under oath at such time as the entire answer becomes known or available. If an estimate can be reasonably made in place of unknown information, also set forth Your best estimate, clearly designated as such, in place of the unknown information and describe the basis upon which the estimate is made.

7. These Interrogatories shall be continuing, and supplemental responses hereto shall be required immediately if the Plaintiff obtains, or learns of the existence of, further or different information from the time of the answers hereto.

8. For any Interrogatory response withheld or qualified under a claim of privilege, specify the nature and specific factual basis of the claim of privilege and identify each Person who has knowledge to respond to the Interrogatory for which a privilege is being asserted.

INTERROGATORIES

1. Identify any witnesses You intend to call to testify at the hearing on the Settlement Motion.
2. Identify the Persons with knowledge of any collateral securing the Bonds and its value, including whether or not Bonds are oversecured or undersecured.
3. Identify the PREPA Representatives primarily responsible for the negotiation of each of the Scotiabank Credit Agreement and the Citibank Credit Agreement and state whether each such PREPA Representative identified is currently employed by any Debtor and, if not, state the last known contact information for each PREPA Representative identified.
4. Identify the Citi Representatives primarily responsible for the negotiation of the Citibank Credit Agreement and state whether each such Citi Representative identified is currently employed by Citigroup Global Markets Inc.
5. Identify the Persons, including PREPA Representatives, primarily responsible for the preparation — since May 4, 2012 — of the Annual Budgets required pursuant to section 504 of the Trust Agreement and state whether each such Person identified is currently employed by any Debtor and, if not, state the last known contact information for each Person identified.
6. Identify the PREPA Representatives primarily responsible for the preparation of Borrowing Requests or Requests for Advances submitted by PREPA to the agent or lenders under the Scotiabank Credit Agreement and the Citibank Credit

Agreement in connection with any advance requested under each of those facilities, and state whether each such PREPA Representative identified is currently employed by any Debtor and, if not state the last known contact information for each PREPA Representative identified.

7. Identify the Persons, including all PREPA Representatives, primarily responsible for the preparation of:

- a. the “Annual Budgets of Current Expenses 2013-14” available on PREPA’s website at <https://aepr.com/es-pr/investors/FinancialInformation/Budgets/Presupuesto%20Operacional%202013-14-Version%20Web.pptx>
- b. the “Annual Budgets of Current Expenses 2014-15” available on PREPA’s website at [https://aepr.com/es-pr/investors/FinancialInformation/Budgets/RESUMEN%20VISTAS%20P%C3%9ABLICAS%20\(PROPUESTO\)%202014-2015%20V3.1.pdf](https://aepr.com/es-pr/investors/FinancialInformation/Budgets/RESUMEN%20VISTAS%20P%C3%9ABLICAS%20(PROPUESTO)%202014-2015%20V3.1.pdf)
- c. the “Current Expenses Budget and Capital Expenditures 2014-2015” available on PREPA’s website at <https://aepr.com/es-pr/investors/FinancialInformation/Budgets/201406020933.pdf>

and state whether each such Person identified is currently employed by any Debtor and, if not, state the last known contact information for each PREPA Representative identified.

Dated: May 22, 2019

/s/ Nayuan Zouairabani

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CERTIFICATE OF SERVICE

I hereby certify that on May 22, 2019, a true and correct copy of the *First Set of Interrogatories of Cortland Capital Market Services LLC, As Administrative Agent, and Solus Alternative Asset Management LP to Financial Oversight and Management Board for Puerto Rico, the Puerto Rico Electric Power Authority, and the Puerto Rico Fiscal Agency and Financial Authority* was served by electronic mail on the following:

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Dated: May 22, 2019

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